

Gold Coast Tool Library Inc (GCTL) Liability Waiver

I \_\_\_\_\_ (print name), agree and confirm that:

1. I am over 18 years of age and that I have read, understood and agree to the GCTL Library Membership and Borrowing Terms and Conditions.
2. I am capable and experienced in using the items I am borrowing and that I will use the items for their intended purpose and in a proper and safe manner.
3. I acknowledge the risk that use of borrowed items may be dangerous and I accept, on behalf of myself, my successors and assigns, I will use the items at my own risk and take full responsibility for any loss, damage and/or injury (including death) which may be sustained in any way connected with my use or loan of any GCTL items.
4. I acknowledge that the GCTL and its officers, committee members, employees, agents, contractors, successors and assigns (GCTL Representatives) do not make any representations or warranties that the items provided will be fit for any purpose for which they could be supplied or used. I accept, on behalf of myself, my successors and assigns, that any representation or warranty, express or implied, is excluded to the full extent permitted by law.
5. In no event will GCTL or its Representatives be liable for (a) loss, liability, damage, cost or expense, personal injury, death or infringement of third party rights (a) any special, indirect or consequential loss, (b) damages compromising or resulting from loss of data, business, revenue or profit however caused, to the full extent permitted by the law.
6. I agree, on behalf of myself, my successors and assigns, to indemnify and keep indemnified the GCTL and GCTL Representatives against any present or future claim, loss, liability, damage, cost or expense which may be incurred by the GCTL or any or all of the GCTL Representatives as a result of any act, matter or thing done, permitted or omitted to be done by me or which is in any way connected with my use or possession of any GCTL items.
7. The terms of the Liability Wavier are terms (or part or parts thereof) are severable and do not invalidate the remaining terms should they be found to contravene the governing law and jurisdiction.
8. I confirm that I have read and fully understand and agree to the Liability Waiver; and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges.

EXECUTED AS A DEED:

(If applying for membership online, you will be able to provide an electronic acceptance of this waiver).

Signed by: \_\_\_\_\_

Print full name: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_